

EXHIBIT B

Class Action Settlement Notice

If you were a member of a LifeLock identity theft protection plan at any time between September 1, 2010, and [PRELIMINARY APPROVAL DATE], you are eligible to receive a cash payment.

The sole purpose of this notice is to inform you of the proposed settlement so that you may decide what to do.

WHAT IS THIS CASE ABOUT? A proposed settlement has been reached in the nationwide class action lawsuit, *Ebarle, et al. v. LifeLock, Inc.*, Case. No. 3:15-CV-00258 (HSG) (“Lawsuit”). This Lawsuit challenges representations LifeLock made regarding its identity theft protection plans and information security program. LifeLock denies all allegations or that it did anything wrong. Under the proposed settlement, LifeLock has agreed to pay \$68 million to a settlement fund.

WHO IS INCLUDED? If you were a member of a LifeLock identity theft protection plan at any time between September 1, 2010, and [Preliminary Approval Date], you are a **Class Member**. If you enrolled in a LifeLock identity theft protection plan between January 1, 2012, and April 30, 2015, you are **also** a **Subclass Member**.

HOW DO I GET A CASH PAYMENT IF THE SETTLEMENT IS APPROVED? All Class members may submit a **Claim Form to receive a cash payment**. Subclass Members who do not exclude themselves from the settlement will receive a cash payment regardless of whether they submit a claim, but will receive an **additional** payment under the Settlement if they submit a valid claim. Subclass Members will likely receive between about **\$34** and **\$39** if they do make a claim and between about **\$14** and **\$19** if they do not make a claim. All other Class Members will likely receive **\$20** if they do make a claim and **nothing** if they do not make a

claim. Actual payment amounts could be less than the above estimates. For a **Claim Form to be considered it must be submitted online or postmarked by [DATE]**.

YOUR OTHER OPTIONS. If you don’t want to be bound by the settlement and any judgment in the Lawsuit, you can exclude yourself by sending a written request no later than [DATE]. If you exclude yourself, you won’t get a cash payment from this settlement. If you don’t exclude yourself and the settlement is approved, you will be bound by its terms and cannot later sue LifeLock about the claims in the Lawsuit. If you don’t exclude yourself, you may object to the Settlement or the request for fees by the attorneys appointed by the Court to represent the Class (“Class Counsel”) or any service award to any of the four individuals who represent the Class in the Lawsuit (“Class Representatives”). Any objection must be made in writing and postmarked before [DATE]. The Court will hold a hearing on [DATE], 2016, at [TIME], to consider whether to approve: (1) the settlement; (2) up to \$10.2 million in attorneys’ fees and expenses to Class Counsel; and (3) service awards of \$2,000 to each Class Representative. You may appear at the hearing, but you don’t have to. You may hire your own attorney to appear for you.

For more information or to submit a claim, visit www.ebarleclasssettlement.com or call 1 (855) 907-3140.

A federal court authorized this notice. This isn’t a solicitation from a lawyer. You aren’t being sued.

